

# **CENTRAL BANK OF INDIA**



## **REQUEST FOR PROPOSAL**

**For**

**ANNUAL MAINTENANCE CONTRACT [AMC]**

**For**

**HARDWARE & PERIPHERALS**

**IN**

**HYDERABAD REGION**

**OF**

**CENTRAL BANK OF INDIA**

## TABLE OF CONTENTS

❖ Invitation for RFP	Page No-3
❖ <a href="#"><u>Instructions to Bidders</u></a>	Page No-4
❖ <a href="#"><u>Terms and Conditions</u></a>	Page No-7

## Invitation for RFP:

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Central Bank of India invites sealed quotations from eligible vendors as specified in this document.

The details are given below:

Tender Ref No	<b>RO:RCC:TENDER:AMC:2023-24-01</b>
Date of issue of RFP	<b>From 14.08.2023 onwards</b>
Address of Communication	Central Bank of India, Regional Office , RCC Dep. Bank Street , Koti , HYDERABAD -500095 Telangana State.
Document Cost	Rs. 5000/- (Non Refundable) including GST) by way DD Drawn on Central Bank of India and payable at HYDERABAD. The Document Cost is exempted for MSME registered Firms
EMD	Rs. 25,000/- Twenty Five thousand (Refundable) by way DD Drawn on Central Bank of India and payable at HYDERABAD. EMD is exempted for MSME registered Firms
Last Date & Time to receive queries	<b>14.09.2023 by 15.00</b>
Pre-Bid meeting date & Time & Venue	<b>01.09.2023</b> Central Bank of India, Regional Office , RCC Dep. Bank Street , Koti , HYDERABAD -500095 Telangana State.
Last Date and Time for submission of sealed offers	<b>14/09/2023 at 15.00.</b>
Contact Telephone Numbers	Phone : <b>8978582217</b> / 9177225065/7987140120 Land Line: 040-23468931
Email Id:	<a href="mailto:rcchydero@centralbank.co.in">rcchydero@centralbank.co.in</a> / <a href="mailto:drhhydero@centralbank.co.in">drhhydero@centralbank.co.in</a>
Bids to be submitted to	To be dropped in the drop box kept at Central Bank of India, Regional Office , RCC Dep. Bank Street , Koti , HYDERABAD -500095 Telangana State.

### **Background:**

Central Bank of India, Regional office, Hyderabad is interested in selection of the vendor for comprehensive AMC and related services for PCs, Servers, Line Printers/Printers and peripherals (Mentioned in **Annexure II** of this document) at various offices/branches located in Hyderabad city cantonment, Mahabub Nagar Dist, Medak and Rangareddy Dists of Telangana State.

For this purpose, the Bank is pleased to invite sealed bids from the **Vendors** who agree to accept and compile the terms and conditions given below. Interested vendors may submit their bids along with supporting documents to the above address, within the time period mentioned above.

Sealed quotations from the vendors are invited for Comprehensive Annual Maintenance of Computers (CPU, Monitor, Keyboard & Mouse), all Printers , Passbook, 136 Col Epson(Statement), 80Col Epson (DD/TDR), Scanners and laser printers of all companies (including Printer Heads for all types of Printers & print bands / print modules in case of Line Printers) etc, located in Hyderabad City cantonment and in the districts, as specified in this document.

### 1) Eligibility Criteria for the aspirant Vendors :

a)	The bidder should be in the business of maintenance of computer systems & peripherals for the last three years in Banks & financial institutions (Public sector)	At least one Proof of Service contracts or work orders for each year i.e 2020, 2021 & 2022 should be submitted as ANNEXURE-A
b)	The bidder should be profitable for the last three years	Audited Balance sheets and Profit & Loss account for the year 2019-20, 2020-21 & 2022-23 to be submitted as ANNEXURE-B
c)	The bidder should have their support office in HYDERABAD City.	ADDRESS & CONTACT Details along with proof is to be submitted as ANNEXURE-C
d)	The bidder should provide one Experienced resident Engineer to be placed in Regional Office, Hyderabad	Bio data of the Resident Engineer to be submitted as ANNEXURE-D
e)	The bidder should have sufficient qualified and Experienced engineers on their pay rolls stationed at offices/service centers to support IT infrastructure on their own without resorting to sub-contracting in part or full. <b>Rendering support of any sort support through franchisees will not be acceptable</b>	Details should be furnished on the letter head as ANNEXURE-E
f)	The bidder should have at least two engineers should be available in Hyderabad City and one in the Dist branches as mentioned above.	Details should be furnished on the letter head as ANNEXURE-F
g)	The bidder should not have been block listed by any organization for the last 03 years from participating in tenders	Self-declaration to be submitted on the letter head as per Annexure-G
h)	The bidder should not be NPA account holder in any banks in India	Self-declaration to be submitted on the letter as per Annexure-H
i)	The bidder should be registered company with valid ISO 9001-2008 or above qualified service/certification on the relevant fields of IT/AMC	ANNEXURE-I

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 Invitation Offer System

- a) Bidders having franchisee arrangements are not eligible to quote
- b) Two bid system of TENDER

c) Sealed Quotations containing Technical Bid & commercial bid in separate envelopes must be submitted within the time period mentioned above giving full particulars on the **sealed envelope** at the Bank's address mentioned above.

**d) ENVELOP –I (Technical Offer)**

The Technical offer should be complete in all respects and contain information asked for, except prices. The Technical offer should **not contain any PRICE information**. If the technical bid with price information anywhere is liable to be rejected.

- Offer for AMC for Hardware and Peripherals in HYDERABAD Region -Technical Bid
- Date of submission of Offer
- Name of the Vendor.

**e) ENVELOP-II (Commercial offer):**

Quotation/Offer should give all relevant price information as per Annexure –IV only on bidder's letter head. No other documents should contain this Envelope.

- Offer for AMC for Hardware and Peripherals in HYDERABAD Region only - Price Bid
- Date of submission of the Offer.
- Name of the Vendor.
- All envelopes should be securely sealed and stamped.
- Only one offer should be submitted.
- The unit rate / AMC amount for each and every item should be quoted. The quantity of the items may vary (i.e inclusion and exclusion of warranty and AMC) .
- Any Quotation found to contain incomplete information is liable to be rejected outright.
- The Quotations are to be accompanied by DD for Rs 5000/- (Non Refundable) towards document cost and DD for Rs 25000/- (Refundable) towards EMD drawn on Central Bank of India and payable at HYDERABAD should be submitted. The bidders eligible for exemption under MSME category should submit valid certificate.
- The EMD of unsuccessful bidders will be refunded on completion of RFP process; the EMD of successful bidder will be refunded after submission of Performance Bank Guarantee.

f) Both Technical offer (Envelope I sealed) and Price Bid (Envelope II sealed) should be kept in 3<sup>rd</sup> Envelope, sealed and to be submitted after super scribed with the following information.

- Offer for comprehensive AMC for Hardware and Peripherals in HYDERABAD Region
- Date of submission of the Offer.
- Name of the Vendor.

The sealed 3<sup>rd</sup> Envelope should be dropped in the drop box kept at

CENTRAL BANK OF INDIA  
Regional Office, RCC Dep.  
Bank Street , KOTI ,  
HYDERABAD -500095  
Telangana State.  
Mob: 08978582217. 040-23468931

## **2.2 Quotations**

All the offer documents are to be signed by the authorized person.

The vendor must ensure that all the items as specified in this offer are quoted for. Unit-wise rates should be quoted for each item. The vendor must also ensure that it is in a position to undertake the work specified.

The identification of L1 vendor will be strictly on the basis of Total Cost of Ownership (TCO).

## **2.3 Validity of Offer**

The offer should be valid for a minimum period of 60 days from the date of submission.

## **2.4 Address for Communication**

Central Bank of India,  
Regional Office, RCC Dep.  
Bank Street , KOTI ,  
HYDERABAD -500095  
Mob : 08978582217.  
Telangana State.  
or mail to [rcchydero@centralbank.co.in](mailto:rcchydero@centralbank.co.in)

## **2.5 Modification and Withdrawal of Offers**

The Bank has a right to modify / alter the offer and the terms thereon, before the closure of the Offer. The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

## **2.6 Preliminary Scrutiny**

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether the documents have been properly signed and whether items are quoted as specified. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and the Bank reserves the right for such waivers.

## **2.7 Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the Bank.

## **2.8 No Commitment to Accept Lowest or Any Offer**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of contract. The Bank will not be obliged to meet and have discussions with any vendor and/or to listen to any representations.

## **2.9 Make and Models of the equipment**

The details of the Hardware and peripherals available in a cluster, in brief, are mentioned in the **Annexure II**. It is mandatory to quote for all items. The brief details given about the configuration are only indicative. A vendor must quote unit rate for each item. Any bids having missing items for one or more items, will be liable to rejection.

## **2.10 Location of Hardware offered under AMC**

As mentioned in Annexure-V

Vendors may visit the locations mentioned above and may check the inventory themselves.

## **2.11 Format for Offer**

The offer must be submitted in suggested format as per Annexure -IV

## **2.12 Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. The Bank may treat offers not adhering to these guidelines as unacceptable.

## **2.13 Costs & Currency**

The offer must be made in Indian Rupees only and should include all the taxes and levies. GST will be payable extra as applicable.

## **2.14 Right to Alter Quantities**

The Bank reserves the right to alter the hardware quantities specified in the offer. The Bank also reserves the right to add or delete one or more items from the list of items specified in offer.

## **2.15 Technical Support Staff**

The vendor will be required to station at HYDERABAD site, at least one maintenance staff / engineer on full time basis. However, Bank reserves the right to decide the number of resources required.

Employees of VENDOR: Such employee(s) engaged by VENDOR shall be the employees of VENDOR in no event the said employees(s) shall be deemed to be the employee of THE BANK. THE BANK is not responsible/ liable to the said employee(s) and payment of salary, allowances and any other amount shall be the responsibility of VENDOR. VENDOR as per Government rules and regulation shall ensure that all the requisite payment including salary, provident fund/ gratuity and pension, if any, will be paid by VENDOR and no liability of any kind whatsoever towards the said employee shall devolve upon THE BANK. VENDOR hereby indemnifies THE BANK and agrees to keep THE BANK indemnified against all losses, damages, expenses and claims which THE BANK may suffer/incur or which may be made against THE BANK in respect of the said VENDOR.

## **2.16 Price Variation and Supply of Spares**

The price quoted by the vendor should be valid for a minimum period of two years. The vendor must give an undertaking along with the quotes that he gives service commitment along with availability of spares for a minimum period of two years.

## **2.17 Confidentiality Clause**

This document is confidential and property of Central Bank of India. It should not be circulated, copied or reproduced in any form whatsoever without express permission of Central Bank of India. Any violation is likely to be persecuted.

## **2.18 The bid should contain the following documents:**

- i. Application in the enclosed format
- ii. Company Profile – Details in support of Clause no 1 of this document to be highlighted.
- iii. Details of service/support network (addresses, names of contact persons, phone numbers etc.)
- iv. Any other document required and asked for by the Bank during the course of processing the.

## **3. OTHER TERMS AND CONDITIONS**

### **3.1 SCOPE OF WORK**

- 3.1.1 The Comprehensive AMC shall consist of preventive and corrective maintenance of the Computer Systems/machines, servers and will include supply and replacement of unserviceable parts, at vendor's own cost. Once in each quarter, the vendor will perform preventive maintenance of all machines and the service reports will be duly signed by concerned BMs. At the time of submitting invoice for payment, the copy of the service reports are to be submitted. Comprehensive annual Maintenance also includes maintenance of (CPU, Monitor, Key Board & Mouse) Printers (including Printer Heads for all printers & print bands/print modules in case of line printer)
- 3.1.2 In the beginning of each quarter, vendor will prepare the inventory and will submit the same to our administration department for approval and the payment for the quarter will be based on the approved inventory.
- 3.1.3 In case of replacement of parts, the old/defective parts removed from the computer system shall become the property of the vendor. The parts to be replaced will either be new parts or equivalent OR compatibility existing to new parts.
- 3.1.4 All maintenance/repairs shall be attended by the vendor or authorized personnel of the vendor.
- 3.1.5 The vendor shall make available, at HYDERABAD, the services of its service engineers, on full time basis,
- 3.1.6 The vendor shall maintain adequate spare machines and other spares at Hyderabad RO to facilitate any temporary replacement. A minimum of 2 PCs and 2 Printers (complete machines / of latest configuration) will have to be provided by the vendor to facilitate temporary replacement.
- 3.1.7 The Computer Systems/machines and servers shall continue to remain covered under AMC agreement during transit as well as at the new location, when moved for maintenance or for any other purpose.
- 3.1.8 The Engineers provided should be conversant in loading different types of Operating Systems such Windows 10 OS -64bit etc, Linux and other Operating systems , as per Bank requirement and it may change from time to time.



### **3.2 HOURS OF SERVICE:**

- 3.2.1 The provision, by the vendor, of maintenance service will be confined to the Banks normal working hours on all normal working days.
- 3.2.2 No work will be undertaken on Sundays and holidays except by prior arrangement by the competent authority.
- 3.2.3 The normal working hours of the Bank are from 10.00 a.m. to 5.00 p.m. on all weekdays. However, no additional charges / cost will be paid if the maintenance services are required beyond normal working hours.

### **3.3 DURATION OF CONTRACT:**

- 3.3.1 The contract shall initially be valid for a period of ONE and Half Year [i.e from 01.10.2023 to 31.03.2025]. The contract period may be extended for further period not exceeding one more year at the sole discretion of the Bank and satisfactory performance of the Vendor. The performance of the Vendor shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving thirty (30) days' notice without assigning any reasons thereof.

### **3.4 CARE OF THE EQUIPMENT:**

- 3.4.1 The Bank shall give the vendor full access to the Computer system/machines to enable the vendor to provide comprehensive maintenance service.
- 3.4.2 The Bank shall provide suitable working space/facilities to the vendor for storage of maintenance equipment, spare parts and spare machines for its requirements.
- 3.4.3 The vendor shall ensure that the Systems being maintained is available to the Bank in proper working condition for at least 95% of the time in every month.

### **3.5. MOVEMENT OF EQUIPMENT:**

- 3.5.1 The bank reserves right to move any equipment from the place of installation to any other location, under intimation to the vendor.
- 3.5.2 All costs/charges in respect of moving the Computer Systems/machines from one location to another shall be payable by the Bank. In case the Computer Systems/machines is moved for the purpose of maintenance, such costs/charges shall be borne by the vendor.
- 3.5.3 Maintenance charges, hereunder, shall be paid by the Bank for all the Computer Systems/machines, irrespective of the fact that any one or more Computer Systems/machines are moved by the vendor for providing maintenance service as per the contract.
- 3.5.4 The obligations of both the Bank and the vendor shall proportionately cease forthwith if the Bank sells or transfers the ownership of any one or more Computer Systems/machines. If any machines are withdrawn from use, the AMC charges will be reduced proportionately.

### 3.6. PURVIEW OF THIS AMC CONTRACT:

It is specifically stated that, apart from what is stated in this RFP document, the scope of AMC will include:

- 3.6.1 The cost of replacement/repairs of Printer Head.
- 3.6.2 The cost of replacement of all parts in case of Line Printers including Character Band, Print Bands, Head Module etc.
- 3.6.3 The cost of fuse assembly in case of Laser Printers
- 3.6.4 Any Servicing of Virus related Problems.
- 3.6.5 Any maintenance of normal system related software.

However, operating system, normal application software and Anti-Virus software will be made available by the bank.

### 3.7. PAYMENT OF CHARGES AND TAXES:

- 3.7.1 Maintenance charges will be payable in arrears on quarterly basis i.e. after the completion of the respective quarter.
- 3.7.2 No penalty or interest etc., shall be payable by the Bank for any overdue maintenance charges.
- 3.7.3 The vendor shall draw invoices for payment of quarterly maintenance charges.
- 3.7.4 **The vendor shall furnish a Performance Bank Guarantee to the Bank, commensurate with all the quarters of the AMC Charges. In case the vendor is unable to furnish the Performance Bank Guarantee to the Bank, maintenance charges payable for the first quarter shall be retained by the Bank as Retention money till the expiry of the contract.**
- 3.7.5 Maintenance charges payable by the Bank are inclusive of all applicable taxes, duties, levies etc. However, GST, as applicable for work contract, will be payable extra.
- 3.7.6 Changes or additions in Computer Systems/machines features may result in change in minimum maintenance charges, which will have to be finalized with mutual discussions. Addition of Hardware coming out of warranty will be added into the Hardware list and likewise deletion will be made from the list of Hardware due to removal or becoming obsolete and payment will be made proportionately.

3.7.6- In case of any variation (upward or down ward) in Government levies / taxes / etc. up-to the date of providing services , the benefit or burden of the same shall be passed on or adjusted to the Bank. If the service provider makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

### **Goods and Services Taxes(GST) and its Compliance**

(i) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Vendor shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

(a)TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the supplier of taxable goods and

Services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

(b) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.

(c) If vendor as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a supplier falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

4- Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

### **3.8. OBLIGATIONS OF THE VENDOR:**

The Vendor shall be liable to pay penalty as hereunder per each day of delay beyond 24 hours in completion of maintenance work, which shall be as follows:

#### **For Hardware Items and Peripherals**

I	Servers (Gateway PC)	Rs. 2,000/-
II	PC/Desktop	Rs. 200/-
III.	Dot Marix-Printers	
	132 Col & Pass Book	Rs. 400/-
IV.	Other printers & Scanner	Rs. 100/-

In event of leave / absence of the Engineer stationed at the Bank Office, Koti to facilitate maintenance, the vendor shall make necessary arrangements for proper replacement. In case the vendor fails to do so, he will be liable to pay penalty at the rate of Rs.500/- per day.

### **3.9. ASSIGNMENT:**

The Bank shall have the right to assign all or such portion services to any of the Contractor/sub-contractors, at its sole option, upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Vendor. Vendor shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.

### **3.10. TERMINATION:**

The Bank reserves the right to terminate the agreement with the vendor at any time by giving Thirty (30) days prior written notice to Vendor.

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Vendor.

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Vendor shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

### **3.11. FORCE MAJEURE:**

The vendor will not be liable delay by the vendor due to notified force majeure such as acts of God, Government Sovereign action , Riots, War, Civil commotion, sabotage, floods, earthquakes, catastrophes, epidemics, etc.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

### **3.12. Resolution of Disputes**

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Hyderabad.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

### **Liquidated Damages**

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.

2. The Liquidated Damages (LD) shall be a sum equivalent to 1% of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or forfeiture of Bank guarantee . In this context

Bank may exercise both right Jointly or solely . Bank may instruct to concerned vendor to submit fresh Bank guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

### **Indemnity**

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or P O and/or

ii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or

iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or

iv. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

v. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or

vi. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or

vii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors.

2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

- i. Notifies the Bidder in writing; and
  - ii. Cooperates with the Bidder in the defense and settlement of the claims.
3. The Bidder shall compensate the Bank for such direct financial loss suffered by the Bank if the

Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required By the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.

4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,

(i) that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC(Input Tax Credit) in the GSTR 2A , where the Bank does not opt for retention of GST component on supplies.

(ii) resulting from infringement of any patent, trade-marks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however:

- a) The Bidder has sole control of the defense and all related settlement negotiations.
- b) the Bank provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages.

5. Indemnity would be limited to Court awarded damages or Arbitration award damages. However indemnity would also cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by regulatory authorities.

#### **Bidder's liability**

The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.

#### **Independent Contractor**

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Bidder. Bidder, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Bidder does not undertake by this Agreement or otherwise to perform any obligation of the Bank, whether regulatory or contractual, or to assume any responsibility for the Bank's business or operations. The parties agree that, to the fullest extent permitted by applicable law; Bidder has not, and is not, assuming any duty or obligation that the Bank may owe to its customers or any other person. The bidder shall follow all the rules, regulations statutes and local laws and shall not commit breach of any such applicable laws, regulations etc. In respect of sub-contracts, as applicable – If required by the Bidders, should provide complete details of any subcontractor/s

used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the SLA/NDA (Non-Disclosure Agreement) irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits including labour laws for its employees and sub-contractors or as the case may

be. Bidder should take bank's prior written permission before subcontracting/ resource outsourcing of any work related to the performance of this RFQ or as the case may be. The vendor should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for this project are completed and is available for scrutiny by the Bank.

### **CONFIDENTIALITY**

The Vendor must undertake that they shall hold in trust any Information received by them, under the RFP Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

- To maintain and use the Information only for the purposes of the RFQ/ Subsequent Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.

Vendor shall execute Non-Disclosure Agreement(NDA) as per Bank's standard format shared to it.

### **Audit and Review**

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons.

Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert

assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank

Audit shall be conducted within business hours. Further, 15 days prior notice shall be given to conduct audit.

### **Intellectual Property Rights**

The Vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFQ. The Bank agrees and acknowledges that save as expressly provided in this RFQ, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this RFQ belong to and shall remain a property of the Vendor or its licensor. The Vendor represents that a separate agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Vendor in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFQ will be the responsibility of the bidder if any discrepancy or infringement is encountered .

The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Vendor as part of this Project.

### **Information Ownership**

All information transmitted by successful Bidder belongs to the Bank. the Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.



**Privacy and security safeguards**

i. The Vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location. The Vendor will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as

being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Vendor will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Vendor or existing at any Bank location.

ii. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.

iii. The Vendor hereby agrees that they will preserve the documents.

**Governing Law and Jurisdiction**

The provisions of this RFQ and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFQ/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

**Statutory and Regulatory Requirements**

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFQ / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.

**Compliance with Laws**

1. Compliance with all applicable laws: Successful bidder shall undertake to observe, adhere to, abide by, comply with the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this scope of work and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

2. Compliance in obtaining approvals/permissions/licenses: Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to Company.

3. This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

#### **Violation of terms**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained under the RFP/Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Vendors / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of The Bank and includes collusive practice among Vendors (prior to or after offer submission) designed to establish offer prices at artificial noncompetitive levels and to deprive The Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

All necessary compliances relating to the transaction such as disclosure in in the returns to be filed, Tax Collected at Source (if applicable) etc. shall be duly undertaken by the supplier and in case of any non-compliance or delayed compliance, the Bank shall have right to recover interest and/or penalty that may be levied including liquidated damages @10 % of the value of supplier. This indemnification is only a remedy for the Bank. Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above.

### **Publicity**

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such other party.

### **Entire Agreement; Amendments**

This Agreement sets forth the entire agreement between the Bank and the Successful bidder and supersedes any other prior proposals, agreements and representations between them related to its subject matter, whether written or oral. No modifications or amendments to this Agreement shall be binding upon the parties unless made in writing, duly executed by authorized officials of both parties.

### **Survival and Severability**

Any provision or covenant of the RFQ/Agreement, which expressly, or by its nature, imposes obligations on successful bidder shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

### 3.13. GENERAL:

- 3.13.1 The vendor shall be required to sign a **Service Level Agreement (SLA)** as per Banks Standard Format incorporating various terms & conditions.
- 3.13.2. On Empanelment vendor should execute a Service level Agreement along with the Performance Bank Guarantee in Bank's format and empanelment would be for a period of one and half year subject to further renewal of maximum period of one more years on satisfactory service in which case the PBG shall be renewed for the extended period plus three months.
- 3.13.3 If the service provided by the vendor is found to be unsatisfactory or if at any time it is found that the information provided for empanelment is false the Bank reserves the right to remove such vendors by giving notice from the empanelled list.
- 3.13.4 The Bank reserves the right to inspect the facilities of the vendor to verify the genuineness and to ensure conformity with the details given in the bid.
- 3.13.5 Bids received late and/or incomplete in any respect or not accompanied by prescribed documents are liable to be rejected. Vendor will be responsible to ensure that the application reaches the Bank on or before the due date and time. Central Bank of India is not responsible for non-receipt of applications within the specified date and time due to any reason including postal delays.
- 3.13.6 The detailed locations of hardware, peripherals, PCs and Servers shall be provided to selected vendor along with Purchase Order.
- 3.13.7 On subsequent additions of Hardware, PCs, Servers and Printers which fall out of warranty shall be included in the contract at the rates quoted by the vendor as per Annexure II and Annexure –IV and payments shall be made accordingly. Similarly, the machines which become obsolete and not in use will be removed from the AMC.
- 3.13.8 Central Bank of India reserves the right to accept or reject any or all of the applications without assigning any reason thereof.

**Annexure - I**

**Application for Expression of Interest for empanelment of Vendors for AMC & Related Services for PCs, Servers, Line Printers, Printer and peripherals at Central Bank of India Branches in HYDERABAD city Cantonment branches and other branches in Mahabub Nagar, Medak and Rangareddy Dist in Telangana State.**

1.	Name of the Company	
2.	Address of Registered Office	
3.	Registration number and Date of Registration	a. Under Companies Act 1956 _____ b. Under G.S.T _____ c. Under B.S.T _____ d. Other (Please specify)
	PAN No of the FIRM	
4.	Nature of Business	
5.	Services that can be provided	
5.	Whether a fully functional Service / support centre is available at Hyderabad.	Yes / No
6.	Details of at least three deals executed to Banks/Financial Institution since January 2014.	
7.	Details of profit in	a. 2019-2020                      b. 2020-2021 c. 2021-2022                      d. 2022-2023

Date :

(Authorized Signatory)  
With Seal

**ANNEXURE II****BILL OF MATERIAL WITH****LIST OF HARDWARE ITEMS SITUATED AT VARIOUS BRANCHES IN HYDERABAD REGION**

<b>S.NO.</b>	<b>HARDWARE ITEM</b>	<b>Make and Model</b>	<b>Indicative qty. of H/W</b>
<b>1</b>	<b>DESKTOP PCs</b>	<b>Acer/HP/HCL/Lenovo/ Wipro/Dell</b>	<b>174*</b>
<b>2</b>	<b>GATEWAY PCs (Servers)</b>	<b>Acer/HP/HCL/Lenovo/ Wipro/Dell</b>	<b>00</b>
<b>3</b>	<b>DOT MATRIX PRINTERS 132/136Col</b>	<b>EPSON</b>	<b>38</b>
<b>4</b>	<b>DOT MATRIX PRINTERS 80 COL</b>	<b>EPSON</b>	<b>41</b>
<b>5</b>	<b>PASS BOOK PRINTERS</b>	<b>EPSON</b>	<b>53</b>
<b>6</b>	<b>PRINTERS-LASER JET</b>	<b>SAMSUNG</b>	<b>65</b>
<b>7</b>	<b>SCANNERS</b>	<b>Canon / Epson</b>	<b>45</b>
	<b>Total Cost of Ownership (TCO)</b>		

We understand that the quantity and number of resources mentioned above may vary and accurate quantity/number will be provided in the Purchase Order only.

\*Desktop PCs may vary from the present said quantity, while adding warranty completed PCs and removing AMC's obsolete PC's

We undertake to provide committed & efficient maintenance services for the period of contract and also ensure availability of spares for a minimum period of one and half year.

We have gone through the terms and conditions mentioned in the offer document dated and undertake to unconditionally comply with the same.

Date:

(Seal & Sign of the Vendor)

**Annexure III**

**DECLARATION ON LETTER-HEAD.**

To,  
Regional Head  
Central Bank of India Building,  
Regional Office  
Bank Street, Koti,  
Hyderabad – 500095  
Telangana State.

Dear Sir/Madam,

**Reg : Confirmation of correctness of information:**

We certify that all information provided is true to the best of our knowledge. We also understand that, if any information provided is found to be false at any time and documents submitted by us are not sufficient /appropriate as per the terms and conditions mentioned in the tender document, our application is liable to be rejected and we will abide by the decision taken by the bank & bank's decision shall be final

Signature

Date:

Place:

Seal of the Company

**ANNEXURE-IV****COMMERCIAL BID FOR AMC OF HARDWARE AND PERIPHERALS AT VARIOUS  
BRANCHES IN HYDERABAD REGION**

Note: The prices quoted should be exclusive of GST ONLY.  
GST at actual rates will be paid extra on submission of invoice.

<b>S.NO.</b>	<b>HARDWARE ITEM</b>	<b>Make and Model</b>	<b>Indicative qty. of H/W</b>	<b>Rate(Excl GST )</b>	<b>Total Amt excl. GST</b>
<b>1</b>	<b>DESKTOP PCs</b>	<b>Acer/HP/HCL/Lenovo/Wipro/Dell</b>	<b>174*</b>		
<b>2</b>	<b>GATEWAY PCs (Servers)</b>	<b>Acer/HP/HCL/Lenovo/Wipro/Dell</b>	<b>00</b>		
<b>3</b>	<b>DOT MATRIX PRINTERS 132/136Col</b>	<b>EPSON</b>	<b>38</b>		
<b>4</b>	<b>DOT MATRIX PRINTERS 80 COL</b>	<b>EPSON</b>	<b>41</b>		
<b>5</b>	<b>PASS BOOK PRINTERS</b>	<b>EPSON</b>	<b>53</b>		
<b>6</b>	<b>PRINTERS-LASER JET</b>	<b>SAMSUNG</b>	<b>65</b>		
<b>7</b>	<b>SCANNERS</b>	<b>Canon / Epson</b>	<b>45</b>		
	<b>Total Cost of Ownership (TCO)</b>				

The above quotation/prices are inclusive of all charges except applicable GST. We confirm that the prices quoted above will be valid for a minimum period of Two\_years. Further h/w details may change from FY to FY.

(Authorized Signatory)

With company seal

## CHECK LIST

### **1.ENVELOPE -1 TECHNICAL BID**

ANNEXURE I  
ANNEXURE II  
ANNEXURE III  
ANNEXURE-A  
ANNEXURE-B  
ANNEXURE-C  
ANNEXURE-D  
ANNEXURE-E  
ANNEXURE-F  
ANNEXURE-G  
ANNEXURE-H  
ANNEXURE-I

DD for Document Cost/EMD or Exemption certificate of Valid MSME Registration.  
Copy of Authorization given to the person signing all the documents

### **2.ENVELOPE -2 PRICE BID (ANNEXURE IV)**



### PERFORMANCE BANK GUARANTEE

TO,  
CENTRAL BANK OF INDIA  
REGIONLA OFFICE  
HYDERABAD.

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase computer hardware (hereinafter referred to as "Goods") from M/s \_\_\_\_\_ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No \_\_\_\_\_ dt. \_\_\_\_\_ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, \_\_\_\_\_ (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time up to \_\_\_\_\_ any money or moneys not exceeding a total sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on \_\_\_\_\_; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e \_\_\_\_\_ (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_(Rupees \_\_\_\_\_only);
- ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_

For and on behalf of \_\_\_\_\_ Bank.

sd/- \_\_\_\_\_